conditions of the contract, failing which, the earnest money will be forfeited to Government and the canteen disposed of on fresh tenders at risk.

6 The lessee should pay the monthly rent on the 5th of every month failing which a fine of Rs. *5 will be levied* for every week's delay or fraction thereof.

No delay in payment of rent will be countenanced and if the rent is not paid in any month, the contract will forthwith be cancelled and the earnest money and the advance of rent will be forfeited to Government.

7 The contractor should also give an undertaking to the effect that in the event of default, the arrers may be recovered from him as arrears of Land Revenue under Section 192 of Land Revenue Code.

8 The final acceptance of the tender will rest with the Government in the Public Works Department.

9 The right of running the canteen shall be for a period of two years from the date of acceptance. This right shall not be transferred or sublet to any other person.

10 No alterations shall be effected in the building without the written permission of the undersigned or other officers authorised by him. The lessee shall be responsible for all the electric and other fittings in the building and the club and surroundings will be kept clean by him.

11 He will provide his own stock of decent furniture and pay for light, water, sanitary cess bills and also the Municipal taxes of the premises.

12 The building shall not be used for dwelling purposes. Electric cooking ranges shall be arranged for by the tenderer. Needful provisions will however be made to draw the Electric power to the kitchen.

He should put up the neceessary platforms and lead the smoke to the chimney.

13 The proprietor shall employ properly clothed and trained attendants and should be bound to supply clean and wholesome preparations. The equipment of furniture shall be on the lines approved by the Government.

14 It is entirely the reponsibility of the proprietor to get the required License and Ration Cards for serving the Canteen and this office will not interfere in the matter.

15 In the event of the tenderer failing to execute the required lease deed, the above conditions are to be held legally binding and enforcible in court of law even in the absence of a regular lease deed.

16 The successful tenderer will have to pay six months' rent as deposit in addition to the earnest money deposit at the time of executing the Lease Deed, as additional guarantee for the fulfilment of the contract.

G. KRISHNASWAMY,
Executive Engineer.

6367

OFFICE OF THE SPECIAL ENGINEER, VIDHANA SOUDHA DIVISION (HOUSES OF LEGISLATURE), BANGALORE-1.

Notification dated 4th December 1953.

No. 8. Sealed tenders duly signed by the contractors will be received in the office of the Special Engineer, Vidhana Soudha Division, Old Residency Compound, Bangalore-1, up to 4 P.M. on Monday, the 28th December 1953 for the collection of the following materials for the Vidhana Soudha Building construction.

1. The contractor shall quote for each individual item of material both in words and figures and the rates shall hold good till the works are completed. The rates quoted shall include provision for payments of sales-tax, royalty or any tax due to Government. The materials should be collected at the spot shown to them by the Department within the Old Residency Compound, Bangalore-1.

2. No conditional clause will be accepted.

3. No cheques will be accepted for earnest money and no request for adjustment of amount due by the Government can be entertained.

4. Tenders should be accompanied by Treasury Chellan for having credited the earnest money of Rs. 1,000 under "Revenue Deposits". Chellan has to be got countersigned by the undersigned before being presented to the Treasury for remittance. After entrusting the work to the successful tenderer, the chellan enclosed by the other tenderers will be returned to them duly endorsed for refund. Refunds can be had from the Treasury where the amount was first deposited. The supplies will be allotted to more than one tenderer on the basis of the lowest rate obtained by the notification. The lowest rate, if accepted will be announced and the supply suitably distributed among a few.

5. Only printed tender forms will be accepted (issued from the office of the Special Engineer, Vidhana Soudha Division under authority).

6. The successful contractor shall bind himself to abide by the departmental rules and specifications in force and shall execute the necessary agreement within seven days from the date of intimation of acceptance of his tender, failing which his tender will be cancelled unconditionally and his earnest money will be forfeited.

7. The final acceptance or disposal of the tenders in full or in part or in any manner will vest with the Chief Engineer of Mysore, Bangalore, who is not bound to accept the lowest or any quotation or assign any reason thereof.

8. The contractors will have to make their own arrangements for transport of materials

9. Reserve and earnest money deposits will be repaid only at the settlement of final bill.

10. Tendered contractors will have to pay compensation as per Workmen's Compensation Act to workmen under their employment, injured, disabled or killed in or during the execution of work, failing which the amount will be deducted from the bills of payment to the injured or to the legal heirs of the deceased.

11. The work should not be sublet to others.

12. Quantities given in the notification and schedule are only approximate and are liable for alteration. No extra rate will be allowed for such alterations.

13. Tenders submitted on percentage basis will be rejected

14. All disputes in regard to this work either of rate, quantities, execution processes, etc., the decision of the Chief Engineer of Mysore, Bangalore, shall be legal and finally binding

15. The contractor should bind himself for the good behaviour of his Agents.

16. Income-Tax clearance certificate granted by the Income-Tax Department will have to accompany the tender.

17. Measurements of materials and deductions for voids, etc, will be as per departmental rules in force.

18 Materials measuring below minimum size in any direction will be rejected which the contractor should clear immediately at his cost.

19. The rejected materials should be cleared by the contractor at his cost immediately, failing which the department will clear the same at the contractor's cost.

20. The contractor will, as far as practicable, recruit the personnel required by him through the nearest employment exchange in the region.

LIST OF MATERIALS.

Serial No.	Specification of materials	Approximate quantity	Unit	Rate	Cost
1	Granite jelly fine ⅜"—5/8" thick, free from quartz, mica, dirt and flakes.	10,000	C.yd.	...	...
2	Dry sand free from mud and organic impurities (if wet, extra percentage will be cut for bulkage).	6,000	,,	...	...

6344 M. MUNIAPPA, *Spl. Engr.*

TUMKUR DIVISION.

Tender Notification

Sealed tenders will be received in the Office of the Executive Engineer, Tumkur Division, Tumkur, up to 4 P.M. on 30th December 1953, for the undermentioned work:—

Name of work	Amount of estimate	Earnest money	Monthly progress
	Rs.	Rs.	Rs.
Constructing New Type Middle School at Sampige, Gubbi Taluk.	12,500	625	2,000

1 Tenders in the prescribed form obtainable from the office of the Executive Engineer, Tumkur Division, on payment of four annas (Re. 0–4–0) should be addressed to the Executive Engineer, Tumkur Division, in a sealed cover. The name of the work and the full address of the contractor should be written on the cover.

2 Each tender should be accompanied by a treasury chellan for having credited the earnest money under Revenue Deposits. If any tenders are received without treasury chellan, it will be rejected. After tenders are disposed off the treasury chellan accompanying the tenders of unsuccessful tenderers, will be returned to him by the Public Works Department with an endorsement signed by the Divisional Officer to the effect that the tender is rejected and the amount of the chellan may be repaid to the party concerned. No dues from the department or drafts or cheque will be accepted.

3 Individual rate should be quoted for each item of work. Tenders on percentage basis will not be valid.

4 For items not provided in the estimate, schedule of rates will be paid, or as per data worked out during the execution of the work.

5 The estimate and plan can be seen by the contractors, during the working days between 11 A.M. and 5 P.M.

6 Rates quoted will hold good till the work is completed. The rates quoted by the contractor will be considered as inclusive of Sales-tax. No separate claims for Sales-tax will be considered. The contractor should furnish Income-tax certificate with the tender or before the execution of agreement at the latest, failing which, the tender will be cancelled and deposit forfeited.

7 No conditional clauses will be accepted.

8 The tenders will be opened by the Executive Engineer, in the presence of such tenderers who wish to be present on 30th December 1953, at the Executive Engineer's Office at Tumkur. The final acceptance of the tender will rest with the Executive Engineer, who does not bind himself to accept the lowest or any tender, or to assign any reason whatever for the rejection of any. If any petitions are received after the tenders are opened, such petitions will not be considered.

9 The name of the successful tenderer will be posted on the notice board in the Executive Engineer's Office after the tenders are settled. Within eight days of the acceptance of the tender, the successful tenderer will be required to execute an agreement in the departmental schedule contract form. In case of failure to comply with this condition, the earnest money of this contractor will be forfeited and the tender will be disposed of otherwise.

K. V. SIDDABASAVIAH,
Executive Engineer.

6428

HONNEMARADU SURVEY DIVISION, JOG.

Detailed Tender Notification dated 6th December 1953.

Sealed tenders in duplicate will be received by the Executive Engineer, Honnemaradu Surveys Division, Jog, up to 4 P.M. on the 2nd January 1954, for the following Works:—

Sl. No.	Name of work	Amount of estimate	Earnest money to be deposited.
		Rs.	Rs.
1	Protective works to the overhanging slope between the Pipe branches and permanent Trolley Track behind the Generating Station, Jog.	Rs. 70,000 Excluding Lumpsum and miscellaneous items.	3,500

2. Tenders should be addressed to the Executive Engineer, Honnemardu Survey Division, Jog, and superscribed over the cover as "Protective works to the overhanging stope between the Pipe branches and permanent Trolley Track behind the Generating Station, Jog".

3. Tender forms with abstract quantities are obtainable from the Office of the Executive Engineer, Honnemaradu Survey Division, Jog on payment of annas 0-4-0 per form.

4. Each tenderer must deposit the earnest money noted against the above respective works in cash and enclose the receipt along with the tender.

5. The earnest money in cash shall be remitted to the Office of the Executive Engineer, Honnemaradu Survey Division, Jog. The earnest money so paid will not carry any interest. No cheques will be accepted. On acceptance of tender, a further deposit of 5 per cent on work bills will be reserved and refunded to the contractor when the work is completed and conditions of agreement are fulfilled.

6. Only labour charges for each item as per unit fixed should be quoted. Such rate should include quarrying stones, conveying to site, dressing the stones and scaffolding etc. Other materials, such as cement and sand will be supplied by the department without recovery of cost.

7. Plans and estimates for the works will be available in the Division Office for information on all working days between 11 A.M. to 5 P.M.

8. Final acceptance or rejection of the tender will rest with the Chief Electrical Engineer to Government of Mysore, Bangalore. The successful contractor should bind himself to the departmental rules and execute necessary agreement before starting the work.

9. The work should be completed in all respects to the complete satisfaction of the departmental officers by the end of June 1954.

10. The name of successful contractor will be intimated immediately on receipt of communication from the Chief Electrical Engineer in Mysore, Bangalore.

11. The successful contractor should make his own arrangements to convey materials, such as, sand, cement and jelly to the workspot. Materials, such as, cement and sand will be made available either at the Generating Station or at the place that may be fixed by the departmental officers during execution of work.

12. The Chief Electrical Engineer reserves the right o giving the work to one or more of the tenderers and not necessarily to the lowest tenderer.

13. Water supply arrangements will be made by the department and watering masonry or concrete will be done by the departmental agency.

14. Adequate arrangements for proper scaffolding in the steep slope on the lines of instructions of the supervising officers should be made by the contractor *at his own cost*. No scaffolding materials will be supplied by the department. The scaffolding will have to be dismantled and the site cleared when the work is completed.

15. Damages caused to pipe lines or to any other property either during the time of conveyance of materials or construction of masonry, etc., will have to be made good by the contractor.

16. Quantities of each item of work are only approximate and subject to alterations during execution. The rates quoted by the contractor should hold good for any quantity Besides, change of specifications due to exigencies, will not, under any circumstance, entitle the contractor to claim rates higher than those already tendered and accepted. In the case of non-tendered items, the contractor will be paid at the current schedule of rates or at the rates fixed on the basis of data and approved by the competant authority.

17. No claim shall be established for the delay caused by the department due to unforeseen causes during execution of work. However, extension of contract period will be considered on the merits of each case.

18. No conditional clause while tendering the rates will be accepted by the department.

19. Sales-tax will have to be paid by the contractor as per rules.

20. Royalty, etc., will be recovered from the work bills of the contractor.

21. Accidents caused to the labourer on work will entail the contractor to pay necessary compensation as may be fixed by the departmental officers or any other competent court.

22. Sales-tax clearance certificate will have to be produced along with the tender.

M. V. ASWATHANARAYANA SETTY,
Ex. Engr.

1518

6 G